

RESOLUTION NO. 2021-17

A RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE ON BEHALF OF THE CITY OF LADUE, MISSOURI A PROFESSIONAL SERVICES AGREEMENT WITH ARCHIMAGES FOR ARCHITECTURAL DESIGN SERVICES FOR THE RENOVATIONS OF THE BUILDING DEPARTMENT OFFICES AND THE PUBLIC WORKS BUILDING KITCHEN AND LOCKER ROOMS

WHEREAS the City of Ladue obtained a Facilities Needs Assessment in 2019, prepared by Bond Architects, that analyzed the Building Department which is housed in the original City building constructed in 1931, Public Works Building, and City Hall; and

WHEREAS the findings from the Facilities Needs Assessment were presented to the City, but the options identified in the assessment are not currently being pursued due to budget limitations for a large-scale project; and

WHEREAS the City determined that interior renovations to both the Building Department office suite which currently houses six staff members in a portion of the available space and the Public Works Building Kitchen and Locker room should be completed at this time, in advance of the larger scale project identified in the Needs Assessment which will not be pursued for five or more years; and

WHEREAS the City of Ladue issued a Request for Qualifications for architectural services and design for the renovation project following a Qualifications Based Selection Process, reviewed 13 submittals, interviewed the three most qualified firms, and negotiated a scope and fee with Archimages who was determined to be the most qualified firm for this project; and

WHEREAS the scope and fee of \$26,400 as outlined in the proposal received by Archimages is within the overall budget for the project total of \$295,000 which includes construction and design costs; and

WHEREAS the City Council now desires and finds it in the best interest of the City to approve the Professional Services Agreement with Archimages for the design of the Building Department Offices and Public Works Building Lunch and Locker Room Renovations Project.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF LADUE, MISSOURI, AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute on behalf of the City the Professional Service Agreement between the City of Ladue and Archimages for the Building Department Offices and Public Works Building Lunch and Locker Room Renovations project in substantially the form of Exhibit A incorporated herein by reference (the "Agreement"),

Section 2. This Resolution shall take effect and be in force from and after its passage and approval by the Mayor.

Adopted by the City Council and approved by the Mayor on this ____ day of _____ 2021.

Nancy Spewak, Mayor

ATTEST:

Laura Rider, City Clerk

Exhibit A
The Agreement

City of Ladue, Missouri
PROFESSIONAL SERVICES CONTRACT

DEPARTMENTS: Building and Public Works

DATE: 4/26/2021

THIS AGREEMENT, ("Contract" or "Agreement") effective as of the date of signature by both parties, is by and between the **City of Ladue**, a Missouri municipal corporation, hereinafter referred to as City, and Archimages, with address at 143 W. Clinton Place, Kirkwood, MO 63122 hereinafter referred to as "CONSULTANT."

WITNESSETH: That the parties hereto, for the considerations hereinafter set forth, agree as follows:

I. SCOPE OF SERVICES

Consultant services are necessary for the following Project: Design document preparation for interior renovations to the Building Department offices and the Public Works Building Lunchroom and Locker Room

Except as expressly specified herein, Consultant hereby agrees to provide all of the supervision, labor, technical services, facilities, materials, tools, equipment, and apparatus, and to perform all the services and do all the things necessary for the proper completion of the consultant services which are particularly described as follows (and as more specifically set forth in the attached **Exhibit A** incorporated herein):

The above services (hereinafter referred to as the Work) shall be provided by the Consultant in accordance with all the provisions of the Contract and attached **City of Ladue General Conditions** for the project that are incorporated herein by reference, and which terms shall prevail over any conflicting terms that may otherwise be adopted herein as part of any attachment.

II. COMPENSATION

A. Basic Compensation. The City hereby agrees to pay the Consultant, as full compensation for the complete and satisfactory performance of the contract, and all expenses and costs related thereto:

☒ a sum not to exceed \$26,400.

or (if above box is not checked):

☐ such amount as is set forth on an attached Exhibit A which such amount is incorporated herein and subject to any such limits as established therein and in approving authorization.

B. Additional Compensation. Any cost not specifically allowed the Consultant pursuant to this paragraph B dealing with additional compensation is included in Basic Compensation. If City directs in writing additional services not included in this Agreement, Consultant shall be paid as follows:

Only as agreed to in writing and in compliance with City Codes.

III. TIME AND MANNER OF PAYMENTS

All invoices complete with necessary support documentation shall be submitted to the City and payment shall be made by City in a lump sum within thirty (30) days of receipt of an invoice received after satisfactory performance of the Work for the fees, prices, rates or schedule of values set forth above.

IV. CONTRACT SCHEDULE

Time is of the essence. The Work to be performed under the Contract shall be commenced on _____, 20____, and shall be completed in a reasonable manner, and shall be performed so as not to delay or hinder City's schedule for the project.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement as of the effective date of Contract first above written.

CONSULTANT

CITY OF LADUE, MISSOURI

By: _____

By: _____

Mayor Nancy Spewak

Title: _____

DATED: _____

DATED: _____

ATTEST:

**PROFESSIONAL SERVICES AGREEMENT
GENERAL CONDITIONS**

Independent Consultant. The Consultant shall be and operate as an independent Consultant in the performance of this Contract. The Consultant shall have complete charge of the personnel engaged in the performance of the Work, and all persons employed by the Consultant, if any, shall be employees of said Consultant and not employees of the City in any respect.

Compliance with Laws. The Consultant shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, applicable taxes, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract. If applicable, the provisions and requirements of section 290.250 RSMo. shall apply and are incorporated herein. If applicable, Consultant and any subcontractor shall require all on-site employees to complete the ten-hour training program required under § 292.675.2 RSMo. such employees must hold documentation of prior completion of the program and shall be subject to such penalties as provided in § 292.675.4 RSMo. In the event of a conflict between laws, codes and regulations of various governmental entities having jurisdiction over the Work, the Consultant shall notify the City of the nature and impact of such conflict. The City agrees to cooperate with the Consultant in an effort to resolve any such conflict. Unless expressly provided, Consultant shall be responsible for all costs, taxes, fees, charges, expenses, or other costs attributable to the performance of the Work.

Subcontracts. Consultant shall not subcontract any of the Work to be performed by it hereunder without the express written consent of the City. In addition, this Contract shall not be assigned by the Consultant without the prior written consent of the City.

Indemnification. To the fullest extent permitted by law, the Consultant agrees to defend with counsel selected by the City, and indemnify and hold harmless the City, its officers, engineers, representatives, agents and employees from and against any and all liabilities, damages, losses, claims or suits, including costs and attorneys' fees, for or on account of any kind of injury to person, bodily or otherwise, or death, or damage to or destruction of property, or any other circumstances, sustained by the City or others, arising from breach of the Contract or out of services and operations negligently performed hereunder by the Consultant, or claims relating thereto, and including but not limited to the City's reliance on or use of the services or products provided by the Consultant under the terms of this agreement. The Consultant shall not be liable for any loss or damage attributable solely to the negligence of the City. To the extent required by law to enforce this provision, Consultant agrees that this indemnification requires Consultant to obtain insurance and that Consultant has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Agreement. Nothing in this agreement requires the City to indemnify Consultant.

Nondisclosure. The Consultant agrees that it will not divulge to third parties without the written consent of the City any information obtained from or through the City in connection with the performance of this Contract. Nothing herein shall preclude disclosure of information by the City.

Changes. No change in this Contract shall be made except in writing executed by all parties prior to the change in work or terms being performed. The Consultant shall make any and all changes in the Work without invalidating this Contract when specifically ordered to do so in writing by the City. Consultant, prior to the commencement of such changed or revised work, shall submit promptly to the City, a written cost or credit proposal for such revised Work. If the City and Consultant shall not be able to agree as to the amount, either in consideration of time or money to be allowed or deducted, it shall nevertheless be the duty of Consultant, upon written notice from the City, to immediately proceed with such alteration or change, and Consultant shall be compensated the reasonable value of such Work. **No work or change shall be undertaken or compensated for without prior written authorization from the City.**

Termination. The City shall have the right to terminate the Contract at any time for any reason by giving the Consultant written notice to such effect. The City shall pay to the Consultant in full satisfaction and discharge of all amounts owing to the Consultant under the Contract an amount equal to the cost of all Work performed by the Consultant up to such termination date, less all amounts previously paid to the Consultant on account of the Contract Price. The Consultant shall submit to the City its statement for the aforesaid amount, in such reasonable detail as the City shall request, within thirty (30) days after such date of termination. The City shall not be liable to the Consultant for any damages on account of such termination for loss of anticipated future profits with respect to the remainder of the Work.

Multi-year contracts; Non-appropriation. Notwithstanding any provision herein to the contrary, the City is obligated only to make the payments set forth in the attached contract as may lawfully be made from funds budgeted and appropriated for that purpose during the City's then current fiscal year at the discretion of the City. If no funds are appropriated or otherwise made legally available to make the required payments for this Agreement during the next occurring fiscal year (an "Event of Nonappropriation"), this Agreement will terminate at the end of the then current fiscal year as if terminated expressly. The failure or inability of the City to appropriate funds for this Agreement in any subsequent fiscal year shall not be deemed a breach of this Agreement by any party. If applicable, this Agreement may be annually renewed at each fiscal year by inclusion of specific appropriation for this Agreement, from year to year not to exceed the maximum renewal period or term as set forth in the Agreement.

Accounting. During the period of this Contract, the Consultant shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Consultant.

Other Consultants. The City reserves the right to employ other consultants in connection with the Work.

Request for Proposals. If the City issued a request for proposals in connection with the Work, such request for proposals and the proposal of the Consultant in response thereto are incorporated herein by reference and made a part of this Contract. In case of any conflicts between the request for proposals and the executed Consultant/Services Contract or proposal of the Consultant, the requirements of the City's Request for Proposal and this executed Consultant/Professional Services Contract shall control and supersede unless a change thereto is specifically stated in this Contract.

Project Records and Work Product. The Consultant shall provide the City with copies of all documents pertinent to the Work which shall include, without limitation, reports, correspondence, meeting minutes, and originals of all deliverables. The City shall own all right, title and interest, including without limitations, all copyrights and intellectual property rights, to all documents and Work Product of the Consultant created in performance of or relating to this Contract. Consultant agrees to take all steps reasonably requested by the City to evidence, maintain, and defend the City's ownership rights in the Work Product.

Site Operations. Where appropriate, the City will arrange for right of entry to any property at the request of the Consultant for the purpose of performing studies, tests and evaluations in connection with the Work.

Personnel. The Work shall be performed exclusively by the personnel of the Consultant identified in the Consultant's proposal, if any, and no other personnel of the Consultant shall perform any of the Work without the express written approval of the City.

Compliance with State Immigration Statutes. As a condition for the award of this Agreement, the Consultant shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the Work, if any. The Consultant shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the Work. Such affidavits shall be in substantially the form provided in Exhibit B. The Consultant shall not be required to provide these affidavits to the City if such affidavits have been previously provided to the City within the past year. All words in this paragraph shall have the definitions as provided in Section 285.525 R.S.Mo.

Pursuant to Section 208.009 R.S.Mo., the Consultant shall provide at the earlier of submission of any bid or execution of any agreement affirmative proof that the Applicant for the Consultant is a citizen or a permanent resident of the United States or is lawfully present in the United States. The Applicant for the Consultant (or "Applicant") shall be the person authorized to prepare, submit and sign contract documents on behalf of the Consultant and shall be eighteen years of age or older. Such affirmative proof shall include documentary evidence recognized by the Missouri Department of Revenue when processing an application for a driver's license, a Missouri driver's license, as well as any document issued by the federal government that confirms an alien's lawful presence in the United States (attached as provided for in Exhibit B).

An Applicant who cannot provide the proof required under Section 208.009 R.S.Mo. at the time of submission of any bid may alternatively sign an affidavit under oath, attesting to either United States citizenship or classification by the United States as an alien lawfully admitted for permanent residence. The affidavit shall be on or consistent with forms prepared by the City, which shall be available from the City Clerk if needed. Any Applicant who signed an above-described affidavit must provide proof of lawful presence within the time provided in Subsection 208.009.5 R.S.Mo. for temporary public benefits and failure to provide such proof within such time may result in the City rescinding and voiding any Contract awarded to the Consultant.

Confidentiality. It is understood that the City is subject to Chapter 610 RSMo. regarding the disclosure of public records and may be required to disclose records which may be deemed confidential as defined by Consultant but are nonetheless open records subject to disclosure under Chapter 610 RSMo. and Consultant expressly agrees that the City will not be in breach of this Agreement for disclosure of any record, or portion thereof when complying with the requirements of Chapter 610 RSMo. in the reasonable discretion of City's counsel.

Representations. Consultant agrees that it has not relied on any representations or warranties of the City, oral or written, other than expressly identified in this Contract. The parties agree the Contract represents the entire agreement between the parties.

Governing/Choice of Law. This Agreement shall be governed by and construed and interpreted in accordance with the internal laws of the State of Missouri, without regard to its principles of conflict of laws.

Counterparts. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same agreement.

Exhibit A

Proposal



April 7, 2021

City of Ladue
9345 Clayton Road
St. Louis, MO 63124
Attn: Mayor Nancy Spewak

**RE: Professional Services Proposal
Modifications to Public Works Building / Building Dept.
Project # 21010**

Scope:

Based on the RFQ dated 3/23/21 and the programming walk through conducted on 3/18/21 we have developed the following scope assumptions and fee structure for your review. We have included Architectural, Interiors, Mechanical, Electrical, and Plumbing disciplines for this effort. No Civil, Landscape, or Structural services are anticipated or included. The following scope assumptions are part of our services.

Assumptions (Public Works Facility):

1. Design services focused only in existing breakroom and adjacent alcove for proposed new locker room.
2. Program elements include:
 - Break Room
 - Eliminate one (1) exterior door / window east wall for relocated vending. Adjust existing closet door location.
 - Remove existing lockers and provide new corridor to adjacent area for locker room.
 - Provide new base cabinets and plumbing fixtures, three (3) microwaves (1 ADA). Utilize existing water, drain locations.
 - Remove existing corner counter.
 - New LED lights, smart TV, electrical outlets as required.
 - New flooring (alternate for epoxy).
 - Re-use existing stove, refrigerator, and microwave.
 - No dishwasher, ice machine.
 - HVAC is good, no change in systems.
 - Paint existing / new walls and paneling.
 - No fire protection scope included.
 - Garage / Locker Room:
 - Potential eliminate one (1) door to electrical room.
 - Add door into break room and separate door into locker room. Access from existing exterior door to garage remains.
 - Provide exhaust / AC to locker room only. Utilizing a self contained system.
 - Provide new lockers (18" w) with hooks and bench opposite side. No locks required.
 - Provide new lighting and floor finishes.
 - No fire protection scope included.

3. Provide field measure of scope areas only.
4. ADA issues for counter height with access to and from break / locker areas to be addressed. No other building ADA issues included for this scope.
5. Color and finish selections provided.

Assumptions (Building Department Facility):

1. Design services focused in areas defined highlighted sketch provided by the City (attached). No other areas or exterior to be addressed. Lower level range will not be part of this scope.
2. Mechanical scope to include re-work of minor ductwork to support new plan layout. Electrical to provide new LED lighting in scope areas and relocation / addition of outlets to support new layout. Plumbing to provide scope for retrofitted toilets (2) and renovated kitchen area. It is assumed that systems have adequate capacity to support these modifications. No comprehensive analysis of existing building systems is included.
3. Existing cell area to receive new exhaust and AC supply through self contained unit to minimize moisture issues.
4. Existing roof leaks to be investigated and repaired by the City. This can be added to our scope if requested for an additional fee.
5. Current acoustical issues will not be part of this scope.
6. Finish and color selections are included.
7. ADA issues identified in Oates evaluation will be addressed that involve this scope area only. Items from the report are:
 - 1.25-1.36 – Exterior ramps (alternate)
 - 1.37-1.49 – Entrance
 - 2.2-2.9 – Interior Accessible Route
 - 2.4-2.46 – Interior Doors
 - 2.76-2.80 – Service Counter
 - Priority 3: Toilet Rooms (3)

Assumptions (General):

1. We have included three (3) meetings during the design / documentation periods with City members.
2. Construction Administration services to include:
 - Attendance at one (1) pre-bid walkthrough.
 - Advertisement of project bid process by City.
 - Submission of documents to AHJ's for permitting. Permits cost paid by selected G.C.
 - Answering of RFI's during bid process.
 - Review of bids with City.
 - Assistance with contract development with selected G.C.
 - No interviews are anticipated.
 - Two (2) site visits during construction.
 - One (1) punch list walkthrough.
 - One (1) final inspection walkthrough.
 - As-built construction plans by G.C.
 - No formal City / public presentations included.
 - Color boards for interior selections not required.
3. Specifications will be provided on drawing sheets only.
4. No scope included for furniture / artwork coordination.

Fee Structure:

Archimages will perform the services outlined in this proposal under a **guaranteed maximum (GM)** fee format. If at the end of the process we have not utilized the entire fee it will result in a cost savings to the owner.

| | |
|-----------------------------------|---------------------|
| Architectural / Interiors: | \$ 18,300.00 |
| M.E.P. Engineering | \$ 8,100.00 |

Reimbursables will be an additional charge of cost plus 10% and includes, but is not limited to, printing, mileage, long distance phone calls, photographs, courier, plots and artist renderings. Invoices are sent monthly and due upon receipt.

While the fee may be incorporated into a future contract, should the project not proceed or should a more comprehensive contract not be achieved, this agreement will be valid for work performed until the delivery of written notice of termination by either party.

Charges will be due within thirty (30) days of the invoice date. Interest will be charged on unpaid balances at the rate of one and one-half percent (1-1/2%) per month compounded monthly.

Thank you for allowing us the opportunity to submit this proposal. Please do not hesitate to call with any questions.

OWNER:

City of Ladue
9345 Clayton Road
St. Louis, MO 63124

By: Nancy Spewak
Mayor

Date:

ARCHITECT:

Archimages, Inc.
143 W. Clinton Place
St. Louis, MO 63122

By: R. Gregory Garner, RA
Principal

Date: April 7, 2021

NOTICE TO OWNER:

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMo. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIALS TWICE.

**AFFIDAVIT OF PARTICIPATION IN
FEDERAL WORK AUTHORIZATION PROGRAM
(CONTRACTS OVER \$5,000)**

(ATTACH DOCUMENTATION SHOWING THAT COMPANY PARTICIPATES IN FEDERAL WORK AUTHORIZATION PROGRAM. ALSO ATTACH DRIVER'S LICENSE OR OTHER PROOF OF LAWFUL PRESENCE, AS PROVIDED IN THE GENERAL CONDITIONS – 208.009 RSMo.)

[6]